

**REMARKS**

Applicant respectfully requests reconsideration. By this amendment, Applicant is canceling claim 23 without prejudice or disclaimer. Claims 16 and 25 have been amended. No new matter has been added.

Claim 16-18 and 20-25 were rejected as being indefinite, with the Office Action stating that one cannot reasonably determine how a balloon can have the same diameter in a deflated and inflated state, particularly where the drawings and specification show different diameters in the deflated and inflated state. Applicants believe that the Office Action is referring to the disclosure in Figs. 6-9 and the accompanying description. In the embodiment shown in Figs. 6-7, the balloon member is *furled*. Perhaps, the illustration of the walls of the deflated balloon of Figs. 6-7 in a collapsed state (i.e., furled) has created the [mis]impression that the deflated balloon member has a narrower diameter than in the inflated state shown in Figs. 8-9. However, as recited in the pending claims, and as indicated for certain embodiments in the specification, the diameter of the balloon member in the deflated state corresponds to the balloon member diameter in the inflated state (i.e., embodiments where the balloon member is non-compliant). Regarding the inquiry in the Office Action how one would compare the diameter of a balloon in the deflated and inflated states, Applicants observe that it is understood in this field that the diameter of a deflated balloon member may be calculated, for example, by: flattening a deflated balloon member, measuring the width of the flattened balloon member, doubling the width to determine the circumference of the balloon member, and then deriving the diameter. Diameter of an inflated balloon member, of course, may easily be measured. Withdrawal of the rejection of the claim language as being indefinite is respectfully requested.

Claims 16, 20-22 and 24-25 were rejected as being anticipated by Andersen. Claim 23 was rejected as unpatentable over Anderson. Claims 16, 18, 20-22, and 24-25 were rejected as being anticipated by Jorgensen. The Office Action acknowledges that Andersen discloses a compliant balloon catheter, but states that the claim limitations are not coextensive with the argument that had been presented. While not agreeing with the construction of the claim language as set forth in the Office Action, Applicants have now amended independent claims 16 and 25 to recite that the balloon member is non-compliant. Accordingly, the withdrawal of the

prior art rejections over Andersen and Jorgensen (which also discloses a compliant balloon catheter) is requested. Slight revisions to claim 25 also have been made to parallel the recitation of the balloon member in claim 16.

**CONCLUSION**

The undersigned called the Examiner on August 10, 2006 to discuss this application, and learned that the Examiner would be out of the office until August 28, 2006. In the interest of moving the prosecution along, this amendment is being filed. The Examiner is requested to call the undersigned at the telephone number listed below if this communication does not place the case in condition for allowance.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825.

Respectfully submitted,

By: 

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